

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COMMONWEALTH OF MASSACHUSETTS  
AND THE  
SEIU LOCAL 509  
FOR A  
SUCCESSOR AGREEMENT  
January 1, 2009 through December 31, 2011**

The parties agree to the following modifications to the Commonwealth and the Service Employees International Union (SEIU) Local 509 Collective Bargaining Agreements for Units 8 and 10 January 1, 2007 through December 31, 2007:

**Article 6A  
Mutual Respect**

The Commonwealth and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient conduct of the Commonwealth's business. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated. Employees who believe they are subject to such behavior should raise their concerns with an appropriate manager or supervisor as soon as possible, but no later than ninety (90) days from the occurrence of the incident(s). In the event the employee(s) concerns are not addressed at the Agency level, whether informally or through the grievance procedure, within a reasonable period of time, the employee or the union may file a grievance at Step 3 of the grievance procedure as set forth in Article 23A. If an employee, or the Union, requests a hearing at Step 3, such hearing shall be granted. Grievances filed under this Article shall not be subject to the arbitration provisions set forth in Article 23A. No employee shall be subject to discrimination for filing a complaint, giving a statement, or otherwise participating in the administration of this process. Any employee who believes that he/she is subject to discrimination in this process may file his/her grievance directly to Step 3 as described above.

**Article 8  
Leave**

**Section 8.1 Sick Leave**

D.2 An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of:

D.3 increase from thirty (30) to 60 days of accrued sick leave in a calendar year for "adoption related purposes."

**Section 8.4 Bereavement Leave**

A. Upon evidence satisfactory to the Appointing Authority of the death of a spouse or child, an employee shall be entitled to a maximum of seven (7) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death.

**Section 8 Family and Medical Leave**

**B. Medical Leave**

1. Add: Upon the submission of satisfactory medical evidence that demonstrates an existing catastrophic illness, the Appointing Authority shall grant the employee, on a one-time basis, up to an additional twenty-six (26) weeks of non-intermittent FMLA leave.

**Article 12  
Salary Rates**

**Section 1**

The following shall apply to full-time employees:

- A. Effective the first pay period in January 2009, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a one percent (1%) increase in salary rate.
  1. If FY10 tax revenues equal or exceed \$20.3 billion, employees will receive an additional one percent (1%) increase in salary rate, for a total of a two percent increase effective in January of 2009.
  2. If FY10 tax revenues equal or exceed \$21.4 billion, employees will receive an additional two percent (2%) increase in salary rate, for a total three percent increase effective in January of 2009.
- B. Effective the first pay period of January 2010, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a three percent (3%) increase in salary rate.
- C. Effective the first pay period of January 2011, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a three percent (3%) increase in salary rate.

**Article 13A  
Health and Welfare**

**Section 2 Funding**

Effective the first pay period in January 2011, the Employer agrees to contribute on behalf of each full-time employee an additional \$.50 per week.

Effective the first pay period in July 2011, the Employer agrees to contribute on behalf of each full time employee an additional \$.50 per week.

The parties agree that there will be a joint labor management committee to explore issues related to employee health and wellness.

**Article 14  
Reassignments**

The Commonwealth and the Union recognize the efficiency of promoting energy saving endeavors by offering an alternative to employees who may commute lengthy distances to and from their homes to work. The parties therefore agree to initiate a pilot program to implement job swapping opportunities between employees that work in the same job title and functions and within the same agency, but at geographically disparate work locations.

**Employees requesting a swap may file their request with the Agency's human resource office. When two or more employees submit matching swap requests the Agency shall favorably consider the swap unless one or more of the following conditions apply:**

- 1. The swap would unduly interrupt client services or operational efficiency at either or both of the swap locations**
- 2. One or more of the applicants has had an unsatisfactory performance review in the preceding year or one or more of the applicants currently has a corrective action plan in place**
- 3. One or more of the applicants would be unable to perform the duties of the position to which they wish to swap without substantial training**

**An employee who enters into a swap will not be able to do so again for 2 years. Employees shall not be able to enter into a swap during their new employee or promotional probation period, nor within 12 months of entering a job title.**

**Swap requests by two or more employees to the same position shall be determined by seniority as measured by length of service within the Agency. If seniority is equal, then length of state service will be used to determine the more senior employee.**

**The Office of Employee Relations, the designated Pilot Agencies and the Union shall establish a committee to review and monitor implementation of this program and recommend changes as necessary. This pilot program shall be in effect for two years from date of signing and shall be implemented in DEEC, MRC and MassHealth.**

**The parties agree that there shall be a special Labor Management Committee established to discuss telecommuting, 4-day work weeks and additional energy saving endeavors.**

## **Article 18 Recall**

**Section 1.C. An employee laid-off during the January 2009-December 2011 term of this agreement shall remain on the recall list for three years, except an employee who is offered recall to a position in the same job grade as the position from which he or she was laid off and who refuses such offer shall be removed from the recall list and his/her recall rights shall terminate at that time.**

**Effective January 1, 2012, An employee laid-off shall remain on the recall list for two years except an employee who is offered recall to a position in the same job grade as the position from which he or she was laid off and who refuses such offer shall be removed from the recall list and his/her recall rights shall terminate at that time.**

**Section 1.D. (new) The Union acknowledges that the Department/Agency will not be liable for failure in the administration of the recall roster due to employee error or omission.**

## **Article 19**

### **Section 11 Educational Incentive**

**The parties agree that a committee shall identify suitable parameters within which employees shall be eligible for this incentive. The committee shall establish such parameters for each discipline and/or job title. The changes agreed to by this committee shall become effective on July 1, 2009 but shall not apply to employees receiving an incentive as of June 30, 2009.**

## **Article 20 Safety and Health**

**The parties agree to establish a program to monitor air quality at new and existing worksites. The parties agree to negotiate over the specific provisions of such a protocol within 60 days.**

## **Article 29 Professional Standards**

### **Section 12 (new)**

**The parties agree to establish a labor management committee which shall develop procedures by which management can verify that employees who use their automobiles on Commonwealth business have valid driver licenses and legally registered and inspected vehicles.**

**No employee shall be required to incur any additional expense by such procedures and no employee shall be required to provide verification more frequently than once per year. Employees shall be provided with 60 days advance written notice of the date such verification need to be provided.**

**The procedures agreed upon by the committee shall be effective July 1, 2009**

## **Article 30 Duration**

**This Agreement shall be for the three (3) year period from January 1, 2009 to December 31, 2011 and the terms contained herein shall become effective January 1, 2009, unless otherwise specified. It is expressly understood and agreed that subject to ratification by the Alliance Membership, the predecessor Collective Bargaining Agreement shall be voided and superseded by all aspects of this Collective Bargaining Agreement. Should a successor Agreement not be executed by December 31, 2011 this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached.**

## **Re-Opener**

**In the event that during the term of this Agreement a Collective Bargaining Agreement is submitted by either the Governor, or the Secretary for Administration and Finance and said Agreement is funded by the Legislature and in the event such Agreement contains provisions for across the board salary increases in excess of those contained in this**

**Agreement, the parties agree to re-open those provisions of this Agreement to further bargaining.**

**Other:**

**A. Side letter on GPS devices  
See attached**

**B. Other leave**

**The Commonwealth agrees that as part of the implementation of this agreement it shall advise departments and agencies that FMLA leaves may be extended or renewed beyond the 26 weeks otherwise provided for in the agreements, at the discretion of the Agency.**

**C. Agreement on 03/07 Creditable Service**

**The Employer shall notify employees in writing at their time of hire, on a form agreed-to by the parties, that they may request credit for prior service as a personal service contractor (03) or vendor employee (07). Employees shall have one (1) year from the date of notification to file a request for such credit. If the employee fails to file a request within the allotted one (1) year, they shall only be eligible to receive creditable service on a prospective basis.**

**D. Sick Leave Bank**

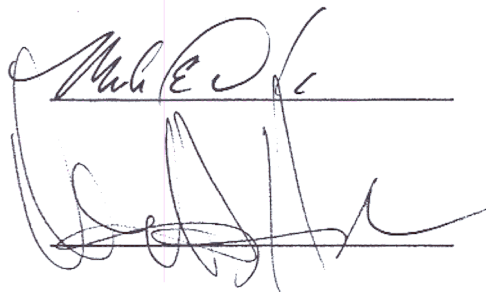
**The parties agree to form a labor/management committee to study the use and administration of sick and extended illness leave banks.**

**E. DOC teachers**

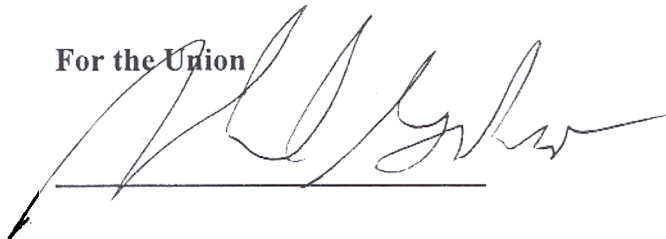
**The parties agree to continue discussions regarding the schedules of both academic and vocational teachers at the Department of Correction.**

**F. DCF promotions  
See attached side letter**

**For the Commonwealth**

Two handwritten signatures in dark ink, one above the other, each followed by a horizontal line.

**For the Union**

A single handwritten signature in dark ink, followed by a horizontal line.